

Savannah River Site
Memorandum of Understanding
DOE-SR
&
Federal, State and
Local Law Enforcement

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MOU

Aiken County SD
Allendale County SD
Barnwell County SD
Richmond County SD
US Army, Ft. Gordon, GA
SLED
FBI-SC

Please review the attached 7 Memorandum
of Understandings that are attached under
"Other Attachments"

DEC 17 2007

Sheriff Michael Hunt
Aiken County Sheriff's Office
420 Hampton Avenue, NE
Aiken, SC 29801

Dear Sheriff Hunt:

SUBJECT: Annual review of Memorandum of Understanding (MOU) Between Aiken County Sheriff's Office (ACSO) and Department of Energy-Savannah River Operations Office (DOE-SR)

To fulfill our federal requirements we completed an annual review of all existing MOU's with Local Law Enforcement Agencies to ensure that they are all up to date and are relevant to our current mission requirements at the Savannah River Site.

Per discussions between DOE-SR and ACSO personnel in December 2007, the MOU between DOE-SR and ACSO was reviewed and agreed upon. No changes to the MOU were necessary. Enclosed is a copy of the signed MOU for your records.

As Aiken County is a neighboring county to the Savannah River Site, and one which encompasses part of the Site itself, it is my hope that the successful and cooperative relationship which has existed between DOE-SR and ACSO in the past will continue into the future.

If you have any questions, please contact Marcia Delmore of my staff at (803)952-6157.

Sincerely,

Original signed by
R. T. Bartholomew

R. T. Bartholomew, Director
Office of Safeguards, Security
and Emergency Services

OSSES:MD:drt

SPESD-08-033

Enclosure

bc w/o encl:

M. Delmore, SPESD
OSSES Rdg File
Mgr Rdg File

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNITED STATES DEPARTMENT OF ENERGY
SAVANNAH RIVER OPERATIONS OFFICE
AND
THE AIKEN COUNTY SHERIFF'S OFFICE**

1. **BACKGROUND.** The United States Department of Energy (DOE), Savannah River Operations Office (DOE-SR) within a 300 square mile area known as the Savannah River Site (SRS), produces nuclear material for National Defense purposes. The responsibility for safeguarding and ensuring that effective security services are maintained consistent with the nature of plant operations rests primarily with DOE and is implemented through contracts with private firms. Law enforcement personnel, provided by the Protective Force Contractor, are South Carolina Special State Constables charged with the responsibility of enforcing Federal and state statutes.
 - 1.1 Department of Energy Organization Act, 1977, 42 U.S.C. 7101.
 - 1.2 Atomic Energy Act, 1954, 42 U.S.C. 2201, et. seq.
 - 1.3 Atomic Energy Act, 1954, 42 U.S.C. 2201(k).
 - 1.4 South Carolina Code Annotated Title 23, Chapter 7.
2. **PURPOSE.** The purpose of this document is to establish a Memorandum of Understanding (MOU) between DOE-SR and the Aiken County Sheriff's Office (ACSO) regarding assistance and coordination in the event of a terrorist threat/attack, other security incidents at SRS, and offsite special security activities support. Provisions of responsibilities contained in this document apply to DOE Savannah River Operations Office.
3. **AUTHORITY.** DOE Orders are specific in their requirements for facilities to maintain documented agreements with the Federal Bureau of Investigation (FBI), the Office of the Inspector General (IG), state, and local law enforcement agencies (LLEA) for the protection of security interests.
 - 3.1 DOE Order 473.2. "Ensure liaison is maintained with the FBI and other Federal, state, and local law enforcement agencies that may be required to supplement DOE/NNSA and contractor PF personnel for response to S&S incidents."
 - 3.2 Public Law 95-91, sections 102 (2), (10). and (11), DOE Organization Act, of 8-4-77, which envision consultation and cooperation with government agencies and other Federal, state, and local entities.
4. **POLICY.** It is the policy of DOE to protect Special Nuclear Material (SNM), classified matter, and property whose theft, destruction or damage would impact DOE activities and operations by maintaining security programs and procedures which deter, detect, and ensure the prompt reporting of actual or suspected criminal violations, losses of classified

matter or SNM, and incidents of security concern. It is the policy of DOE-SR to utilize to the maximum extent possible its resources and the resources of its contractors in responding to security incidents occurring on or affecting SRS, and, to maintain documented MOUs with the FBI and LLEA for the protection of security interests and test the support to be expected from the FBI and LLEA in response to security interests. The following extract from applicable DOE Orders is provided for your information:

- 4.1 DOE Order 473.2. "Ensure liaison is maintained with the FBI and other Federal, state, and local law enforcement agencies that may be required to supplement DOE/NNSA and contractor PF personnel for response to S&S incidents."

5. MANAGEMENT AND REVIEW.

5.1 DOE-SR agrees to:

- 5.1.1 Maintain a point of contact within the Office of Safeguards, Security and Emergency Services (OSSES), DOE-SR for security response planning and coordination and liaison with the ACSO. The South Carolina Law Enforcement Division (SLED), as lead agency, will develop procedures in cooperation with DOE-SR and LLEA for coordinating multi-agency response to security incidents, counterintelligence and investigative support requests; and conducting operations within the scope of this MOU;
- 5.1.2 Establish a protocol in cooperation with the ACSO for requesting security incident (civil or criminal), counterintelligence, investigative, offsite special security activities support; and conducting operations within the scope of this MOU;
- 5.1.3 Open access to public highways by LLEA at SRS for traffic control and accident investigator support, and agrees the contractor for Protective Forces will provide traffic support as responding LLEA requires;
- 5.1.4 Provide a twenty-four (24) hour point of contact for emergency coordination and communication with the ACSO to support implementation of this MOU through the SRS Operations Center (SRSOC);
- 5.1.5 Exercise overall responsibility and authority for responding to security incidents at SRS;
- 5.1.6 Provide appropriate onsite facilities and resources to support the ACSO responses under this MOU;
- 5.1.7 Make available SRS photo identification badges;

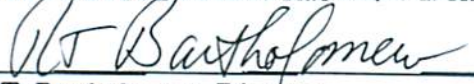
- 5.1.8 Assist ACSO on security incidents and law enforcement requests when feasible;
- 5.1.9 Coordinate all requests for LLEA multi-agency response assistance under this MOU with the SLED;
- 5.1.10 Coordinate with SLED, as lead agency on multi-agency response, all news releases relating to the conduct of the ACSO and LLEA support operations under this MOU;
- 5.1.11 Provide for necessary liaison and communication with the ACSO to support operations conducted under this MOU; and,

5.2 The ACSO agrees to:

- 5.2.1 Maintain a point of contact for security incident planning and response coordination and liaison with the OSSES, DOE-SR for responding to traffic accident requests and assuming traffic control on public highways at SRS; security incidents (civil or criminal); counterintelligence, investigative, offsite special security activities support requests; and conducting operations with the scope of this MOU;
 - 5.2.2 Provide a twenty-four (24) hour point of contact for coordination and communication with the OSSES, DOE-SR. to support implementation of this MOU;
 - 5.2.3 Provide, upon request of the OSSES, DOE-SR, trained personnel and specialists in the area of Special Weapons and Tactics for consultation and/or utilization in support of security response operations at SRS; and, to provide other trained personnel and equipment as may be required and available to ensure appropriate coordination of state and LLEA response activities onsite-offsite of SRS;
 - 5.2.4 Coordinate all news releases relating to the ACSO responses with SLED, as lead agency on multi-agency response, under this MOU with the OSSES, DOE-SR;
 - 5.2.5 Participate with the OSSES, DOE-SR, and Federal, state and LLEA in appropriate exercises to test and evaluate the effectiveness of plans, procedures, facilities, and equipment developed to support this MOU; and;
 - 5.2.6 Meet as needed with DOE-SR, to review and revise MOU procedures as required.
6. PROGRAM FUNDING. The details of the levels of support to be furnished one organization by the other with respect to categories of support funding will be developed in separate contractual instruments for state and local agencies. DOE and the ACSO will provide each other mutual support in budget justification with respect to programs on


which the organizations collaborate.

7. MANAGEMENT ARRANGEMENTS. This MOU envisages direct communication between DOE-SR and the ACSO program officials involved in managing the work to be performed. Program or project plans with appropriate detail will serve as program or project documentation and will set forth the specific arrangements for program implementation. Such project plans will set forth necessary cooperative arrangements and procedures for handling decisions required by various Government officials.
- 7.1 The Director, OSSES, DOE-SR, will implement, coordinate, review and/or revise administrative measures for documenting and tracking of all matters reported, referred, and/or acted upon consistent with this MOU.
- 7.2 The Director, OSSES, DOE-SR, will coordinate requests for support in security incident matters with the Contractor for Protective Forces, and arrange for meetings between Federal, state, and LLEA officials and DOE and contractor personnel.
8. PUBLIC INFORMATION COORDINATION. Subject to the Freedom of Information Act (5 U.S.C. 552), decisions on disclosure of information to the public regarding projects and programs implemented under the MOU will be made following consultation between DOE and the ACSO representatives.
9. AMENDMENT AND TERMINATION. This MOU may be modified or amended by written agreement between DOE-SR and the ACSO and terminated by mutual agreement of DOE-SR and the ACSO or by either party upon thirty (30) days written notice to the other.
10. EFFECTIVE DATE. This MOU is effective when signed by both parties.


R. T. Bartholomew, Director
Office of Safeguards, Security and Emergency Services,
U.S. Department of Energy, Savannah River Operations Office
(803) 952-8105


Date

12/11/06


Michael Hunt, Sheriff
Aiken County Sheriff's Office
Aiken, South Carolina
(803) 642-1768
Aiken County Dispatch
(803) 642-1762


Date

12-4-06

DEC 17 2007

Sheriff Tom Carter, Jr.
Allendale County Sheriff's Office
P.O. Box 97
Allendale, SC 29810

Dear Sheriff Carter:

SUBJECT: Annual review of Memorandum of Understanding (MOU) between Allendale County Sheriff's Office (ACSO) and Department of Energy-Savannah River Operations Office (DOE-SR)

To fulfill our federal requirements we completed an annual review of all existing MOU's with Local Law Enforcement Agencies to ensure that they are all up to date and are relevant to our current mission requirements at the Savannah River Site.

Per discussions between DOE-SR and ACSO personnel in December 2007, the MOU between DOE-SR and ACSO was reviewed and agreed upon. No changes to the MOU were necessary. Enclosed is a copy of the signed MOU for your records.

As Allendale County is a neighboring county to the Savannah River Site, and one which encompasses part of the Site itself, it is my hope that the successful and cooperative relationship which has existed between DOE-SR and ACSO in the past will continue into the future.

If you have any questions, please contact Marcia Delmore of my staff at (803) 952-6157.

Sincerely,

Original signed by
R. T. Bartholomew

R. T. Bartholomew, Director
Office of Safeguards, Security
and Emergency Services

OSSES:MD:drt

SPESD-08-034

Enclosure

bc w/o encl:
M. Delmore
OSSES Rdg File
Mgr Rdg File

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNITED STATES DEPARTMENT OF ENERGY
SAVANNAH RIVER OPERATIONS OFFICE
AND
THE ALLENDALE COUNTY SHERIFF'S OFFICE**

1. **BACKGROUND.** The United States Department of Energy (DOE), Savannah River Operations Office (DOE-SR) within a 300 square mile area known as the Savannah River Site (SRS), produces nuclear material for National Defense purposes. The responsibility for safeguarding and ensuring that effective security services are maintained consistent with the nature of plant operations rests primarily with DOE and is implemented through contracts with private firms. Law enforcement personnel, provided by the Protective Force Contractor, are South Carolina Special State Constables charged with the responsibility of enforcing Federal and state statutes.
 - 1.1 Department of Energy Organization Act, 1977, 42 U.S.C. 7101.
 - 1.2 Atomic Energy Act, 1954, 42 U.S.C. 2201, et. seq.
 - 1.3 Atomic Energy Act, 1954, 42 U.S.C. 2201(k).
 - 1.4 South Carolina Code Annotated Title 23, Chapter 7.
2. **PURPOSE.** The purpose of this document is to establish a Memorandum of Understanding (MOU) between DOE-SR and the Allendale County Sheriff's Office (ACSO) regarding assistance and coordination in the event of a terrorist threat/attack, other security incidents at SRS, and offsite special security activities support. Provisions of responsibilities contained in this document apply to DOE Savannah River Operations Office.
3. **AUTHORITY.** DOE Orders are specific in their requirements for facilities to maintain documented agreements with the Federal Bureau of Investigation (FBI), the Office of the Inspector General (IG), state, and local law enforcement agencies (LLEA) for the protection of security interests.
 - 3.1 DOE Order 473.2. "Ensure liaison is maintained with the FBI and other Federal, state, and local law enforcement agencies that may be required to supplement DOE/NNSA and contractor PF personnel for response to S&S incidents."
 - 3.2 Public Law 95-91, sections 102 (2), (10), and (11), DOE Organization Act, of 8-4-77, which envision consultation and cooperation with government agencies and other Federal, state, and local entities.
4. **POLICY.** It is the policy of DOE to protect Special Nuclear Material (SNM), classified matter, and property whose theft, destruction or damage would impact DOE activities and operations by maintaining security programs and procedures which deter, detect, and ensure the prompt reporting of actual or suspected criminal violations, losses of classified

matter or SNM, and incidents of security concern. It is the policy of DOE-SR to utilize to the maximum extent possible its resources and the resources of its contractors in responding to security incidents occurring on or affecting SRS, and, to maintain documented MOUs with the FBI and LLEA for the protection of security interests and test the support to be expected from the FBI and LLEA in response to security interests. The following extract from applicable DOE Orders is provided for your information:

- 4.1 DOE Order 473.2. "Ensure liaison is maintained with the FBI and other Federal, state, and local law enforcement agencies that may be required to supplement DOE/NNSA and contractor PF personnel for response to S&S incidents."

5. MANAGEMENT AND REVIEW.

5.1 DOE-SR agrees to:

- 5.1.1 Maintain a point of contact within the Office of Safeguards, Security and Emergency Services (OSSES), DOE-SR for security response planning and coordination and liaison with the ACSO. The South Carolina Law Enforcement Division (SLED), as lead agency, will develop procedures in cooperation with DOE-SR and LLEA for coordinating multi-agency response to security incidents, counterintelligence and investigative support requests; and conducting operations within the scope of this MOU;
- 5.1.2 Establish a protocol in cooperation with the ACSO for requesting security incident (civil or criminal), counterintelligence, investigative, offsite special security activities support; and conducting operations within the scope of this MOU;
- 5.1.3 Open access to public highways by LLEA at SRS for traffic control and accident investigator support, and agrees the contractor for Protective Forces will provide traffic support as responding LLEA requires;
- 5.1.4 Provide a twenty-four (24) hour point of contact for emergency coordination and communication with the ACSO to support implementation of this MOU through the SRS Operations Center (SRSOC);
- 5.1.5 Exercise overall responsibility and authority for responding to security incidents at SRS;
- 5.1.6 Provide appropriate onsite facilities and resources to support the ACSO responses under this MOU;
- 5.1.7 Make available SRS photo identification badges;

5.1.8 Assist ACSO on security incidents and law enforcement requests when feasible;

5.1.9 Coordinate all requests for LLEA multi-agency response assistance under this MOU with the SLED;

5.1.10 Coordinate with SLED, as lead agency on multi-agency response, all news releases relating to the conduct of the ACSO and LLEA support operations under this MOU;

5.1.11 Provide for necessary liaison and communication with the ACSO to support operations conducted under this MOU; and,

5.2 The ACSO agrees to:

5.2.1 Maintain a point of contact for security incident planning and response coordination and liaison with the OSSES, DOE-SR; for responding to security incidents (civil or criminal); counterintelligence, investigative, offsite special security activities support requests; responding to traffic accident requests and assuming traffic control on public highways at SRS; and conducting operations within the scope of this MOU;

5.2.2 Provide a twenty-four (24) hour point of contact for coordination and communication with the OSSES, DOE-SR, to support implementation of this MOU;

5.2.3 Provide, upon request of the OSSES, DOE-SR, trained personnel and specialists in the area of Special Weapons and Tactics for consultation and/or utilization in support of security response operations at SRS; and, to provide other trained personnel and equipment as may be required and available to ensure appropriate coordination of state and LLEA response activities onsite-offsite of SRS;

5.2.4 Coordinate all news releases relating to the ACSO responses with SLED, as lead agency on multi-agency response, under this MOU with the OSSES, DOE-SR;

5.2.5 Participate with the OSSES, DOE-SR, and Federal, state and LLEA in appropriate exercises to test and evaluate the effectiveness of plans, procedures, facilities, and equipment developed to support this MOU; and;

5.2.6 Meet as needed with the OSSES, DOE-SR, to review this MOU and revise as necessary.

6. PROGRAM FUNDING. The details of the levels of support to be furnished one organization by the other with respect to categories of support funding will be developed in separate contractual instruments for state and local agencies. DOE and the ACSO will

DEC 17 2007

Sheriff Ed Carroll
Barnwell County Sheriff's Office
P.O. Box 384
Barnwell, SC 29812

Dear Sheriff Carroll:

SUBJECT: Annual review and update of Memorandum of Understanding (MOU) Between
Barnwell County Sheriff's Office (BCSO) and Department of Energy-Savannah
River Operations Office (DOE-SR)

To fulfill our federal requirements we completed an annual review of all existing MOU's with
Local Law Enforcement Agencies to ensure that they are all up to date and are relevant to our
current mission requirements at the Savannah River Site.

Per discussions between DOE-SR and BCSO personnel in December 2007, the MOU between
DOE-SR and BCSO was reviewed and agreed upon. No changes to the MOU were necessary.
Enclosed is a copy of the signed MOU for your records.

As Barnwell County is a neighboring county to the Savannah River Site, and one which
encompasses part of the Site itself, it is my hope that the successful and cooperative relationship
which has existed between DOE-SR and BCSO in the past will continue into the future.

If you have any questions, please contact Marcia Delmore of my staff at (803) 952-6157.

Sincerely,

Original signed by
R. T. Bartholomew

R. T. Bartholomew, Director
Office of Safeguards, Security
and Emergency Services

OSSES:MD:drt

SPESD-08-035

Enclosure

bc w/o encl:
M. Delmore
OSSES Rdg File
Mgr Rdg File

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNITED STATES DEPARTMENT OF ENERGY
SAVANNAH RIVER OPERATIONS OFFICE
AND
THE BARNWELL COUNTY SHERIFF'S OFFICE**

1. **BACKGROUND.** The United States Department of Energy (DOE), Savannah River Operations Office (DOE-SR) within a 300 square mile area known as the Savannah River Site (SRS), produces nuclear material for National Defense purposes. The responsibility for safeguarding and ensuring that effective security services are maintained consistent with the nature of plant operations rests primarily with DOE and is implemented through contracts with private firms. Law enforcement personnel, provided by the Protective Force Contractor, are South Carolina Special State Constables charged with the responsibility of enforcing Federal and state statutes.
 - 1.1 Department of Energy Organization Act, 1977, 42 U.S.C. 7101.
 - 1.2 Atomic Energy Act, 1954, 42 U.S.C. 2201, et. seq.
 - 1.3 Atomic Energy Act, 1954, 42 U.S.C. 220 1(k).
 - 1.4 South Carolina Code Annotated Title 23, Chapter 7.
2. **PURPOSE.** The purpose of this document is to establish a Memorandum of Understanding (MOU) between DOE-SR and the Barnwell County Sheriff's Office (BCSO) regarding assistance and coordination in the event of a terrorist threat/attack, other security incidents at SRS, and offsite special security activities support. Provisions of responsibilities contained in this document apply to DOE Savannah River Operations Office.
3. **AUTHORITY.** DOE Orders are specific in their requirements for facilities to maintain documented agreements with the Federal Bureau of Investigation (FBI), the Office of the Inspector General (IG), state, and local law enforcement agencies (LLEA) for the protection of security interests.
 - 3.1 DOE Order 473.2. "Ensure liaison is maintained with the FBI and other Federal, state, and local law enforcement agencies that may be required to supplement DOE/NNSA and contractor PF personnel for response to S&S incidents."
 - 3.2 Public Law 95-91, sections 102 (2), (10), and (11), DOE Organization Act, of 8-4-77, which envision consultation and cooperation with government agencies and other Federal, state, and local entities.
4. **POLICY.** It is the policy of DOE to protect Special Nuclear Material (SNM), classified matter, and property whose theft, destruction or damage would impact DOE activities and operations by maintaining security programs and procedures which deter, detect, and ensure the prompt reporting of actual or suspected criminal violations, losses of classified

matter or SNM, and incidents of security concern. It is the policy of DOE-SR to utilize to the maximum extent possible its resources and the resources of its contractors in responding to security incidents occurring on or affecting SRS, and, to maintain documented MOUs with the FBI and LLEA for the protection of security interests and test the support to be expected from the FBI and LLEA in response to security interests. The following extract from applicable DOE Orders is provided for your information:

- 4.1 DOE Order 473.2. "Ensure liaison is maintained with the FBI and other Federal, state, and local law enforcement agencies that may be required to supplement DOE/NNSA and contractor PF personnel for response to S&S incidents."

5. MANAGEMENT AND REVIEW.

5.1 DOE-SR agrees to:


- 5.1.1 Maintain a point of contact within the Office of Safeguards, Security and Emergency Services (OSSES), DOE-SR for security response planning and coordination and liaison with the BCSO. The South Carolina Law Enforcement Division (SLED), as lead agency, will develop procedures in cooperation with DOE-SR and LLEA for coordinating multi-agency response to security incidents, counterintelligence and investigative support requests; and conducting operations within the scope of this MOU;
- 5.1.2 Establish a protocol in cooperation with the BCSO for requesting security incident (civil or criminal), counterintelligence, investigative, offsite special security activities support; and conducting operations within the scope of this MOU;
- 5.1.3 Open access to public highways by LLEA at SRS for traffic control and accident investigator support, and agrees the contractor for Protective Forces will provide traffic support as responding LLEA requires;
- 5.1.4 Provide a twenty-four (24) hour point of contact for emergency coordination and communication with the BCSO to support implementation of this MOU through the SRS Operations Center (SRSOC);
- 5.1.5 Exercise overall responsibility and authority for responding to security incidents at SRS;
- 5.1.6 Provide appropriate onsite facilities and resources to support the BCSO responses under this MOU;
- 5.1.7 Make available SRS photo identification badges;

- 5.1.8 Assist BCSO on security incidents and law enforcement requests when feasible;
 - 5.1.9 Coordinate all requests for LLEA multi-agency response assistance under this MOU with the SLED;
 - 5.1.10 Coordinate with SLED, as lead agency on multi-agency response, all news releases relating to the conduct of the BCSO and LLEA support operations under this MOU;
 - 5.1.11 Provide for necessary liaison and communication with the BCSO to support operations conducted under this MOU; and,
- 5.2 The BCSO agrees to:
- 5.2.1 Maintain a point of contact for security incident planning and response coordination and liaison with the OSSES, DOE-SR; for responding to security incidents (civil or criminal); counterintelligence, investigative, offsite special security activities support requests; responding to traffic accident requests and assuming traffic control on public highways at SRS; and conducting operations within the scope of this MOU;
 - 5.2.2 Provide a twenty-four (24) hour point of contact for coordination and communication with the OSSES, DOE-SR. to support implementation of this MOU;
 - 5.2.3 Provide, upon request of the OSSES, DOE-SR, trained personnel and specialists in the area of Special Weapons and Tactics for consultation and/or utilization in support of security response operations at SRS; and, to provide other trained personnel and equipment as may be required and available to ensure appropriate coordination of state and LLEA response activities onsite-offsite of SRS;
 - 5.2.4 Coordinate all news releases relating to the BCSO responses with SLED, as lead agency on multi-agency response, under this MOU with the OSSES, DOE-SR;
 - 5.2.5 Participate with the OSSES, DOE-SR, and Federal, state and LLEA in appropriate exercises to test and evaluate the effectiveness of plans, procedures, facilities, and equipment developed to support this MOU; and;
 - 5.2.6 Meet as needed with DOE-SR, to review and revise MOU procedures as required.
6. PROGRAM FUNDING. The details of the levels of support to be furnished one organization by the other with respect to categories of support funding will be developed in separate contractual instruments for state and local agencies. DOE and the BCSO will

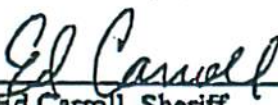
provide each other mutual support in budget justification with respect to programs on which the organizations collaborate.

7. **MANAGEMENT ARRANGEMENTS.** This MOU envisages direct communication between DOE-SR and the BCSO program officials involved in managing the work to be performed. Program or project plans with appropriate detail will serve as program or project documentation and will set forth the specific arrangements for program implementation. Such project plans will set forth necessary cooperative arrangements and procedures for handling decisions required by various Government officials.
 - 7.1 The Director, OSSES, DOE-SR, will implement, coordinate, review and/or revise administrative measures for documenting and tracking of all matters reported, referred, and/or acted upon consistent with this MOU.
 - 7.2 The Director, OSSES, DOE-SR, will coordinate requests for support in security incident matters with the Contractor for Protective Forces, and arrange for meetings between Federal, state, and LLEA officials and DOE and contractor personnel.
8. **PUBLIC INFORMATION COORDINATION.** Subject to the Freedom of Information Act (5 U.S.C. 552), decisions on disclosure of information to the public regarding projects and programs implemented under the MOU will be made following consultation between DOE and the BCSO representatives.
9. **AMENDMENT AND TERMINATION.** This MOU may be modified or amended by written agreement between DOE-SR and the BCSO and terminated by mutual agreement of DOE-SR and the BCSO or by either party upon thirty (30) days written notice to the other.

10. **EFFECTIVE DATE.** This MOU is effective when signed by both parties.


R. T. Bartholomew, Director
Office of Safeguards, Security and Emergency Services,
U.S. Department of Energy, Savannah River Operations Office
(803) 952-8105

Date 11/29/06


Ed Carroll, Sheriff
Barnwell County Sheriff's Office
Barnwell, South Carolina
(803) 541-1078

Date 11/29/06

DEC 17 2007

Sheriff Ronald Strength
Richmond County Sheriff's Office
401 Walton Way
Augusta, GA 30901

Dear Sheriff Strength:

SUBJECT: Annual review and update of Memorandum of Understanding (MOU) Between
Richmond County Sheriff's Office (RCSO) and Department of Energy-Savannah
River Operations Office (DOE-SR)

To fulfill our federal requirements we completed an annual review of all existing MOU's with
Local Law Enforcement Agencies to ensure that they are all up to date and are relevant to our
current mission requirements at the Savannah River Site.

Per discussions between DOE-SR and RCSO personnel in December 2007, the MOU between
DOE-SR and RCSO was reviewed and agreed upon. No changes to the MOU were necessary.
Enclosed is a copy of the signed MOU for your records.

As Richmond County is a neighboring county to the Savannah River Site, it is my hope that the
successful and cooperative relationship which has existed between DOE-SR and RCSO in the
past will continue into the future.

If you have any questions, please contact Marcia Delmore of my staff at (803) 952-6157.

Sincerely,
Original signed by
R. T. Bartholomew

R. T. Bartholomew, Director
Office of Safeguards, Security
and Emergency Services

OSSES:MD:drt

SPESD-08-036

Enclosure

bc w/o encl:
M. Delmore
OSSES Rdg File
Mgr Rdg File

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNITED STATES DEPARTMENT OF ENERGY
SAVANNAH RIVER OPERATIONS OFFICE
AND
THE RICHMOND COUNTY SHERIFF'S OFFICE**

1. **BACKGROUND.** The United States Department of Energy (DOE), Savannah River Operations Office (DOE-SR) within a 300 square mile area known as the Savannah River Site (SRS), produces nuclear material for National Defense purposes. The responsibility for safeguarding and ensuring that effective security services are maintained consistent with the nature of plant operations rests primarily with DOE and is implemented through contracts with private firms. Law enforcement personnel, provided by the Protective Force Contractor, are South Carolina Special State Constables charged with the responsibility of enforcing Federal and state statutes.
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 - 1.2 Atomic Energy Act, 1954, 42 U.S.C. 2201, et. seq.
 - 1.3 Atomic Energy Act, 1954, 42 U.S.C. 220 1(k).
 - 1.4 South Carolina Code Annotated Title 23, Chapter 7.
2. **PURPOSE.** The purpose of this document is to establish a Memorandum of Understanding (MOU) between DOE-SR and the Richmond County Sheriff's Office (RCSO) regarding assistance and coordination in the event of a terrorist threat/attack, other security incidents at SRS, and offsite special security activities support. Provisions of responsibilities contained in this document apply to DOE Savannah River Operations Office.
3. **AUTHORITY.** DOE Orders are specific in their requirements for facilities to maintain documented agreements with the Federal Bureau of Investigation (FBI), the Office of the Inspector General (IG), state, and local law enforcement agencies (LLEA) for the protection of security interests.
 - 3.1 DOE Order 473.2. "Ensure liaison is maintained with the FBI and other Federal, state, and local law enforcement agencies that may be required to supplement DOE/NNSA and contractor PF personnel for response to S&S incidents."
 - 3.2 Public Law 95-91, sections 102 (2), (10), and (11), DOE Organization Act, of 8-4-77, which envision consultation and cooperation with government agencies and other Federal, state, and local entities.
4. **POLICY.** It is the policy of DOE to protect Special Nuclear Material (SNM), classified matter, and property whose theft, destruction or damage would impact DOE activities and operations by maintaining security programs and procedures which deter, detect, and ensure the prompt reporting of actual or suspected criminal violations, losses of classified

matter or SNM, and incidents of security concern. It is the policy of DOE-SR to utilize to the maximum extent possible its resources and the resources of its contractors in responding to security incidents occurring on or affecting SRS, and, to maintain documented MOUs with the FBI and LLEA for the protection of security interests and test the support to be expected from the FBI and LLEA in response to security interests. The following extract from applicable DOE Orders is provided for your information:

- 4.1 DOE Order 473.2. "Ensure liaison is maintained with the FBI and other Federal, state, and local law enforcement agencies that may be required to supplement DOE/NNSA and contractor PF personnel for response to S&S incidents."

5. MANAGEMENT AND REVIEW.

5.1 DOE-SR agrees to:

- 5.1.1 Maintain a point of contact within the Office of Safeguards, Security and Emergency Services (OSSES), DOE-SR for security response planning and coordination and liaison with the RCSO. The Georgia Bureau of Investigation (GBI), as lead agency, will develop procedures in cooperation with DOE-SR and LLEA for coordinating multi-agency response to security incidents, counterintelligence and investigative support requests; and conducting operations within the scope of this MOU;
- 5.1.2 Establish a protocol in cooperation with the RCSO for requesting security incident (civil or criminal), counterintelligence, investigative, offsite special security activities support; and conducting operations within the scope of this MOU;
- 5.1.3 Provide a twenty-four (24) hour point of contact for emergency coordination and communication with the RCSO to support implementation of this MOU through the SRS Operations Center (SRSOC);
- 5.1.4 Exercise overall responsibility and authority for responding to security incidents at SRS;
- 5.1.5 Provide appropriate onsite facilities and resources to support the RCSO responses under this MOU;
- 5.1.6 Make available SRS photo identification badges;
- 5.1.7 Assist RCSO on security incidents and law enforcement requests when feasible;
- 5.1.8 Coordinate all requests for LLEA multi-agency response assistance under this

MOU with the GBI;

5.1.9 Coordinate with GBI, as lead agency on multi-agency response, all news releases relating to the conduct of the RCSO and LLEA support operations under this MOU;

5.1.10 Provide for necessary liaison and communication with the RCSO to support operations conducted under this MOU; and,

5.2 The RCSO agrees to:

5.2.1 Maintain a point of contact for security incident planning and response coordination and liaison with the OSSES, DOE-SR; for responding to security incidents (civil or criminal); counterintelligence, investigative, offsite special security activities support requests; and conducting operations with the scope of this MOU;

5.2.2 Provide a twenty-four (24) hour point of contact for coordination and communication with the OSSES, DOE-SR. to support implementation of this MOU;

5.2.3 Provide, upon request of the OSSES, DOE-SR, trained personnel and specialists in the area of Special Weapons and Tactics for consultation and/or utilization in support of security response operations at SRS; and, to provide other trained personnel and equipment as may be required and available to ensure appropriate coordination of state and LLEA response activities onsite-offsite of SRS;

5.2.4 Coordinate all news releases relating to the RCSO responses with GBI, as lead agency on multi-agency response, under this MOU with the OSSES, DOE-SR;

5.2.5 Participate with the OSSES, DOE-SR, and Federal, state and LLEA in appropriate exercises to test and evaluate the effectiveness of plans, procedures, facilities, and equipment developed to support this MOU; and;

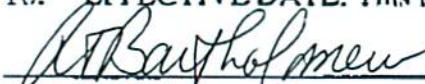
5.2.6 Meet as needed with DOE-SR, to review and revise MOU procedures as required.

6. PROGRAM FUNDING. The details of the levels of support to be furnished one organization by the other with respect to categories of support funding will be developed in separate contractual instruments for state and local agencies. DOE and the RCSO will provide each other mutual support in budget justification with respect to programs on which the organizations collaborate.

7. MANAGEMENT ARRANGEMENTS. This MOU envisages direct communication between DOE-SR and the RCSO program officials involved in managing the work to be performed. Program or project plans with appropriate detail will serve as program or project documentation and will set forth the specific arrangements for program

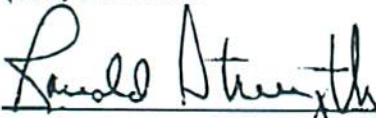
implementation. Such project plans will set forth necessary cooperative arrangements and procedures for handling decisions required by various Government officials.

- 7.1 The Director, OSSES, DOE-SR, will implement, coordinate, review and/or revise administrative measures for documenting and tracking of all matters reported, referred, and/or acted upon consistent with this MOU.
- 7.2 The Director, OSSES, DOE-SR, will coordinate requests for support in security incident matters with the Contractor for Protective Forces, and arrange for meetings between Federal, state, and LLEA officials and DOE and contractor personnel.
8. PUBLIC INFORMATION COORDINATION. Subject to the Freedom of Information Act (5 U.S.C. 552), decisions on disclosure of information to the public regarding projects and programs implemented under the MOU will be made following consultation between DOE and the RCSO representatives.
9. AMENDMENT AND TERMINATION. This MOU may be modified or amended by written agreement between DOE-SR and the RCSO and terminated by mutual agreement of DOE-SR and the RCSO or by either party upon thirty (30) days written notice to the other.
10. EFFECTIVE DATE. This MOU is effective when signed by both parties.


R. T. Bartholomew, Director
Office of Safeguards, Security and Emergency Services,
U.S. Department of Energy, Savannah River Operations Office
(803) 952-8105

11/22/06

Date


Ronald Strength, Sheriff
Richmond County Sheriff's Office
Augusta, GA 30911
(706) 821-1065

11/15/06

Date

CONTACT NUMBERS:

COLONEL GARY POWELL	(706) 821-1430	Pg: (706) 731-6474
MAJOR EDWARD WILHELM (HOMELAND SECURITY)	(706) 821-1432	Pg: (706) 732-1951
LT. ROBERT PARTAIN (SWAT TEAM / K-9)	(706) 821-1419	Pg: (706) 731-6520

JAN 29 2008

Colonel John S. Holwick, Garrison Commander
U.S. Army Signal, Center & Fort Gordon
307 Chamberlan Ave.
Ft. Gordon, GA 30905

Dear Colonel Holwick:

SUBJECT: Memorandum of Understanding (MOU) Between US Army Garrison, Ft. Gordon, GA and US Department of Energy Savannah River Operations Office (DOE-SR)

To fulfill our federal requirements we completed an annual review of all existing MOU's with Local, State, and Federal Law Enforcement Agencies to ensure that they are all up to date and are relevant to our current mission requirements at the Savannah River Site.

Per discussions between DOE-SR and you and your staff on January 28, 2008, the MOU between DOE-SR and ACSO was reviewed and agreed upon. No changes to the MOU were necessary. Enclosed is a copy of the signed MOU for your records.

I look forward to working with you and your office in the future, and continuing the successful and cooperative relationship developed between our offices.

Any questions you may have may be directed to me at (803) 952-8105, or Marcia Delmore, at (803) 952-6157.

Sincerely,

Original Signed by R. T. Bartholomew

R. T. Bartholomew, Director
Office of Safeguards, Security
and Emergency Services

OSSES:MD:drt

SPESD-08-068

Enclosure:
MOU

bc w/o encl.
OSSES Rdg File
Mgr Rdg File
~~M. Delmore~~

**MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
THE UNITED STATES DEPARTMENT OF ENERGY (DOE)
SAVANNAH RIVER OPERATIONS OFFICE (SR)
AND
THE U.S. ARMY SIGNAL CENTER & FORT GORDON**

1. **BACKGROUND.** The DOE-SR is located within an approximate 300 square mile area known as the Savannah River Site (SRS). The responsibility for safeguarding and ensuring that effective security services are maintained consistent with the nature of site operations rests primarily with DOE and is implemented through contracts with private firms. Law enforcement personnel, provided by the Security Services Contractor, are Federal Officers and South Carolina Special State Constables charged with the responsibility of enforcing Federal and State statutes including:
 - 1.1. Department of Energy Organization Act, 1977, 42 U.S.C. 7101.
 - 1.2. Atomic Energy Act, 1954, 42 U.S.C. 2201, et, seq.
 - 1.3. Atomic Energy Act, 1954, 42 U.S.C. 2201(k).
 - 1.4. South Carolina Code Annotated Title 23, Chapter 7.
2. **PURPOSE.** The purpose of this document is to establish an MOU between the DOE-SR and the U.S. Army Signal Center & Fort Gordon regarding assistance and coordination in the event of a terrorist threat/attack, and other security incidents at SRS, and off-site special security activities support. There are related hostile acts, which could be directed at Fort Gordon which may require mutual support from the SRS. Support could be provided by SRS with respect to Intelligence Analysis, Explosive Canine Detection and Aviation Operations. Provisions of responsibilities contained in the document apply to DOE-SR.
3. **AUTHORITY.** DOE Orders are specific in their requirements for facilities to maintain documented agreements with the FBI, state, and local law enforcement agencies (LLEA) for the protection of security interests.
 - 3.1. DOE Order 473.2, 5.h.(6)-(7) states: "Ensure liaison is maintained with the Federal Bureau of Investigation and other Federal, State, and local law enforcement agencies that may be required to supplement DOE/NNSA and contractor PF personnel for response to S&S incidents. Ensure the development and annual review/verification of memorandums of understanding/agreement with local, State, and Federal law enforcement agencies to document expected support during site S&S incidents."
 - 3.2. Public Law 95-91, section 102 (2), (10), and (11), DOE Organization Act of 8-4-77, which envisions consultation and cooperation with government agencies and other Federal, state, and local entities.
4. **POLICY.** DOE policy is to protect Special Nuclear Material (SNM), classified matter, and property whose theft, destruction or damage would impact DOE activities and operations. DOE accomplishes this policy by maintaining security programs and procedures which deter, detect, and ensure the prompt reporting of actual or suspected

criminal violations, losses of classified matter, Nuclear Material (NM), or SNM, and incidents of security concern.

It is the policy of DOE-SR to utilize resources of its contractors in responding to security incidents occurring on or affecting SRS; maintain documented MOUs with the FBI and LLEA for the protection of security interests; and, test the support to be expected from the FBI and LLEA in response to security interests.

5. MANAGEMENT AND REVIEW.


5.1. DOE-SR agrees to:

- 5.1.1. Maintain a DOE point of contact (POC) within the Office of Safeguards, Security and Emergency Services (OSSES), for criminal activities, security and emergency response planning, training and range use, and coordination and liaison with the U.S. Army Signal Center & Fort Gordon;
- 5.1.2. Establish a protocol in cooperation with the U.S. Army Signal Center & Fort Gordon for requesting/coordinating security incident (civil or criminal), counterintelligence, investigative, off-site special security activities, training and range activities, and conducting emergency operations within the scope of this MOU;
- 5.1.3. Provide a 24-hour POC for emergency coordination and communication with the U.S. Army Signal Center & Fort Gordon to support implementation of this MOU through the SRS Operations Center (SRSOC);
- 5.1.4. Exercise overall responsibility and authority for responding to security incidents at SRS;
- 5.1.5. Make available SRS photo identification badges to U.S. Army Signal Center & Fort Gordon personnel, if required, as determined by DOE-SR;
- 5.1.6. Participate with the U.S. Army Signal Center & Fort Gordon in appropriate exercises as requested to test and evaluate the effectiveness of plans, procedures, facilities, and equipment developed to support this MOU;
- 5.1.7. Participate with the U.S. Army Signal Center & Fort Gordon in sharing resources associated with training activities to include training facilities and firing ranges.
- 5.1.8. Coordinate, through the DOE-SR Office of External Affairs (OEA), all news releases relating to the conduct of the U.S. Army Signal Center & Fort Gordon and LLEA support operations under this MOU; and

- 5.1.9. Meet annually to review this MOU and revise operating procedures as required.
- 5.2. U.S. Army Signal Center & Fort Gordon agrees to:
 - 5.2.1. Maintain a POC with the OSSES for coordination and liaison for security incident and emergency response planning, responding to /coordinating multi-agency response to security incidents (civil or criminal), counter-intelligence, investigative, off-site special security activities support, and conducting emergency operations within the scope of this MOU;
 - 5.2.2. Provide a 24-hour POC for emergency coordination and communication with the SRSOC to support implementation of this MOU.
 - 5.2.3. Serve as a POC for receiving requests for support and conducting emergency response operations under this MOU;
 - 5.2.4. Participate with the DOE-SR in sharing resources associated with training activities to include training facilities and firing ranges.
 - 5.2.5. Coordinate all news releases relating to the U.S. Army Signal Center & Fort Gordon and state LLEA responses under this MOU with the OEA;
 - 5.2.6. Participate with the DOE-SR, federal, state and LLEA in appropriate exercises to test and evaluate the effectiveness of plans, procedures, facilities, and equipment developed to support this MOU; and,
 - 5.2.7. Meet annually with OSSES to review this MOU and revise procedures as required.
- 6. **PROGRAM FUNDING.** DOE-SR and the U.S. Army Signal Center & Fort Gordon will each fund for costs incurred in providing required assistance to meet defined responsibilities.
- 7. **MANAGEMENT ARRANGEMENTS.** This MOU envisages direct communication between DOE-SR and the U.S. Army Signal Center & Fort Gordon officials involved in managing the work to be performed. Program or project plans with appropriate detail will serve as program or project documentation and will set forth the specific arrangements for program implementation. Such project plans will set forth necessary cooperative arrangements and procedures for handling decisions required by various Government officials.
 - 7.1. The Director, OSSES, will implement, coordinate, review and/or revise administrative measures for documenting and tracking of all matters reported, referred, and/or acted upon consistent with this MOU;
 - 7.2. The OSSES, Emergency Management and Protection Team (EM&PT) will represent the Director, OSSES, in day-to-day interfaces with the U.S. Army Signal Center & Fort Gordon. The EM&PT members will participate as DOE-SR

representatives to any joint working group the U.S. Army Signal Center & Fort Gordon requests DOE-SR participation.


- 7.3 The OSSES, will coordinate requests for support in security incident matters and criminal activities and arrange for meetings between the Federal, State, and LLEA officials and DOE and contractor personnel.
8. **PUBLIC INFORMATION COORDINATION.** Subject to the Freedom of Information Act (5 U.S.C. 552), decisions on disclosure of information to the public regarding projects and programs implemented under the MOU will be made following consultation between DOE-SR and the U.S. Army Signal Center & Fort Gordon representatives.
9. **AMENDMENT AND TERMINATION.** This MOU may be modified or amended by written agreement between DOE-SR and the U.S. Army Signal Center & Fort Gordon and terminated by mutual agreement of DOE-SR and the U.S. Army Signal Center & Fort Gordon or by either party upon 30 days written notice to the other.
10. **EFFECTIVE DATE.** This MOU is effective when signed by both parties.



R. T. Bartholomew, Director
Office of Safeguards, Security and Emergency Services,
U.S. Department of Energy, Savannah River Operations Office
(803) 952-8105



Date



Colonel John S. Holwick
Garrison Commander
U.S. Army Signal Center & Fort Gordon
Fort Gordon, GA
(706) 791-6300



Date

MAR 12 2008

Mr. Reginald I. Lloyd, Director
SC Law Enforcement Division
P. O. Box 21398
Columbia, SC 29221-1398

Dear Mr. Lloyd:

SUBJECT: Memorandum of Understanding (MOU) Between South Carolina Law Enforcement Division (SLED) and US Department of Energy-Savannah River Operations Office

To fulfill our federal requirements we completed an annual review of all existing MOU's with Local, State, and Federal Law Enforcement Agencies to ensure they are all up to date and relevant to our current missions requirements at the Savannah River Site.

I would like to thank you, and the members of your staff, for reviewing the MOU between our agencies. Based on this annual review completed in March 2008, it was agreed that no changes were necessary to the currently agreed upon MOU with exception of your appointment as Director of SLED and signature authority for this MOU. A copy of the signed MOU is enclosed for your files. Please sign and return the original MOU to me.

I look forward to continuing the successful and cooperative relationship developed between our offices. Any question you may have may be directed to me or Marcia Delmore at (803) 952-6157.

Sincerely,

Original Signed by R. T. Bartholomew

R. T. Bartholomew, Director
Office of Safeguards, Security
and Emergency Services

OSSES:MD:drt

SPESD-08-098

Enclosure:
MOU

bc w/o encl:
M. Delmore, EMPT
OSSES Rdg File
Mgr Rdg File

MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
THE UNITED STATES DEPARTMENT OF ENERGY (DOE)
SAVANNAH RIVER OPERATIONS OFFICE (SR)
AND
THE SOUTH CAROLINA LAW ENFORCEMENT DIVISION (SLED)

1. **BACKGROUND.** The DOE-SR is located within an approximate 300 square mile area known as the Savannah River Site (SRS). The responsibility for safeguarding and ensuring that effective security services are maintained consistent with the nature of site operations rests primarily with the DOE-SR, OSSES and is implemented through contracts with private firms. Law enforcement personnel, provided by the Security Services Contractor, are Federal Officers and South Carolina Special State Constables charged with the responsibility of enforcing Federal and State statutes including:
 - 1.1. Department of Energy Organization Act, 1977, 42 U.S.C. 7101.
 - 1.2. Atomic Energy Act, 1954, 42 U.S.C. 2201, et. seq.
 - 1.3. Atomic Energy Act, 1954, 42 U.S.C. 2201(k).
 - 1.4. South Carolina Code Annotated Title 23, Chapter 7.
2. **PURPOSE.** The purpose of this document is to establish an MOU between the DOE-SR and the SLED regarding incident command, control, and coordination in the event of a terrorist threat/attack, criminal activity, and other security incidents at SRS. Provisions of responsibilities contained in the document apply to DOE-SR.
3. **AUTHORITY.** DOE Orders are specific in their requirements for facilities to maintain documented agreements with the FBI, state, and local law enforcement agencies (LLEA) for the protection of security interests.
 - 3.1 DOE Manual 470.4-3, Section A, Chapter I-1., d. states: "Plans requiring participation by local, State, and Federal LEAs in support of the site must be documented and coordinated by DOE line management. Any applicable LEA response support is detailed in an SSSP, however, a memorandum of understanding (MOU) documenting the anticipated level and priority of support from each LEA must be completed, reviewed, and updated annually (at least every 12 months)."
 - 3.2 Public Law 95-91, section 102 (2), (10), and (11), DOE Organization Act of 8-4-77, which envisions consultation and cooperation with government agencies and other Federal, state, and local entities.
- 4 **POLICY.** DOE policy is to protect Special Nuclear Material (SNM), classified matter, and property whose theft, destruction or damage would impact DOE activities and operations. DOE accomplishes this policy by maintaining security programs and procedures which deter, detect, and ensure the prompt reporting of actual or suspected criminal violations, losses of classified matter, Nuclear Material (NM), or SNM, and incidents of security concern.

It is the policy of DOE-SR to utilize resources of its contractors in responding to security incidents occurring on or affecting SRS; maintain documented MOUs with the FBI and LLEA for the protection of security interests; and, test the support to be expected from the FBI and LLEA in response to security interests.

5 MANAGEMENT AND REVIEW.

5.1. DOE-SR agrees to:

- 5.1.1. Maintain a DOE point of contact (POC) within the OSSES, for criminal activities, security and emergency response planning and coordination and liaison with the SLED;
- 5.1.2. Maintain a procedure (Emergency Preparedness Implementation Plan 6Q-116 "Security Operations") in cooperation with the SLED for requesting/coordinating responses to a security incident, pursuit/recovery tactics, and conducting emergency operations within the scope of this MOU;
- 5.1.3. Use DOE classification guide for classification of security incident information and follow SLED standards for the preservation of criminal evidence.
- 5.1.4. Provide a 24-hour POC for emergency coordination and communication with the SLED to support implementation of this MOU through the SRS Operations Center (SRSOC);
- 5.1.5. Provide appropriate resources to support the SLED response under this MOU;
- 5.1.6. Agrees to make available photo identification badges;
- 5.1.7. Participate with the SLED in appropriate exercises to test and evaluate the effectiveness of plans, procedures, facilities, and equipment developed to support this MOU;
- 5.1.8. Coordinate, through the DOE-SR Office of External Affairs (OEA), all news releases relating to the conduct of the SLED and LLEA support operations under this MOU;
- 5.1.9. Provide support to SLED on security incidents and law enforcement requests when feasible; and
- 5.1.10. Review this MOU at least annually and revise/update as necessary.

5.2. SLED agrees to:

- 5.2.1. Maintain a POC with the OSSES for criminal activities, security, and emergency response planning, coordination and liaison.
 - 5.2.2. Maintain procedures in cooperation with the OSSES for requesting/coordinating responses to a criminal activities, security incident, pursuit/recovery tactics, and conducting emergency operations within the scope of this MOU;
 - 5.2.3. Provide a 24-hour POC for emergency coordination and communication with the SRSOC to support implementation of this MOU.
 - 5.2.4. Provide, upon request of the OSSES, personnel in support of criminal activity and other security incidents at SRS, as prescribed in U.S.C.
 - 5.2.5. Coordinate all news releases relating to the conduct of the SLED and LLEA responses under this MOU with the OEA;
 - 5.2.6. Participate with the OSSES in appropriate exercises to test and evaluate the effectiveness of plans, procedures, facilities, and equipment developed to support this MOU; and,
 - 5.2.7. Meet annually with OSSES to review this MOU and revise operating procedures as required.
6. **PROGRAM FUNDING.** DOE-SR and the SLED will each fund for costs incurred in providing required assistance to meet defined responsibilities.
7. **MANAGEMENT ARRANGEMENTS.** This MOU envisages direct communication between DOE-SR and the SLED officials involved in managing the work to be performed.
 - 7.1. The Director, OSSES, will have oversight of all matters reported and acted upon consistent with this MOU reference to security and criminal activities.
 - 7.2. The OSSES, Emergency Management and Protection Team (EM&PT) will represent the Director, OSSES in day-to-day interfaces with the SLED. The EM&PT members will participate as DOE-SR representatives to any joint working group the SLED requests DOE-SR participation.
 - 7.3. The OSSES, will coordinate requests for support in security incident matters and criminal activities and arrange for meetings between the FBI, State, and LLEA officials.
8. **PUBLIC INFORMATION COORDINATION.** Subject to the Freedom of Information Act (5 U.S.C. 552), decisions on disclosure of information to the public regarding projects and programs implemented under the MOU will be made following consultation between DOE-SR and the SLED representatives.

9. **AMENDMENT AND TERMINATION.** This MOU may be modified or amended by written agreement between DOE-SR and the SLED and terminated by mutual agreement of DOE-SR and the SLED or by either party upon 30 days written notice to the other.
10. **EFFECTIVE DATE.** This MOU is effective when signed by both parties.



R. T. Bartholomew, Director
Office of Safeguards, Security
and Emergency Services, U.S. Department of Energy
Savannah River Operations Office

Date



Reginald I. Lloyd, Director
South Carolina Law Enforcement Division
Columbia, South Carolina

Date

CONCURRENT
RTG. SYMBOL SITD
INITIALS/SIG. MD
DATE 5/10
RTG. SYMBOL OSSES
INITIALS/SIG. REED
DATE 5/15
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*U.S. GPO: 1988-521-064

MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
THE UNITED STATES DEPARTMENT OF ENERGY (DOE)
SAVANNAH RIVER OPERATIONS OFFICE (SR)
OFFICE OF SAFEGUARDS, SECURITY AND EMERGENCY SERVICES (OSSES)
AND
FEDERAL BUREAU OF INVESTIGATION (FBI) – COLUMBIA, SC (COL, SC)

This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, the United States, or the officers, employees, agents, or other associated personnel thereof.

1. **BACKGROUND.** The DOE-SR is located within an approximate 300 square mile area known as the Savannah River Site (SRS). The responsibility for safeguarding and ensuring that effective security services are maintained consistent with the nature of site operations rests primarily with the DOE-SR, OSSES and is implemented through contracts with private firms. Law enforcement personnel, provided by the Security Services Contractor, are Federal Officers and South Carolina Special State Constables charged with the responsibility of enforcing Federal and State statutes including:
 - 1.1. Department of Energy Organization Act, 1977, 42 U.S.C. 7101.
 - 1.2. Atomic Energy Act, 1954, 42 U.S.C. 2201, et, seq.
 - 1.3. Atomic Energy Act, 1954, 42 U.S.C. 2201(k).
 - 1.4. South Carolina Code Annotated Title 23, Chapter 7.
2. **PURPOSE.** The purpose of this document is to establish an MOU between the DOE-SR and the FBI-COL, SC, regarding incident command, control, and coordination in the event of a terrorist threat/attack, criminal activity, and other security incidents at SRS.
3. **AUTHORITY.** DOE Orders are specific in their requirements for facilities to maintain documented agreements with the FBI-COL, SC, and state, and local law enforcement agencies (LLEA) for the protection of security interests.
 - 3.1. DOE Manual 470.4-3, Section A, Chapter I-1., d. states: "Plans requiring participation by local, State, and Federal LEAs in support of the site must be documented and coordinated by DOE line management. Any applicable LEA response support is detailed in an SSSP, however, a memorandum of understanding (MOU) documenting the anticipated level and priority of support from each LEA must be completed, reviewed, and updated annually (at least every 12 months)."
4. **POLICY.** DOE policy is to protect Special Nuclear Material (SNM), classified matter, and property whose theft, destruction or damage would impact DOE activities and operations. DOE accomplishes this policy by maintaining security programs and procedures which deter, detect, and ensure the prompt reporting of actual or suspected criminal violations, losses of classified matter, Nuclear Material (NM), or SNM, and incidents of security concern. The policy of DOE-SR is to: utilize resources of its contractors in responding to security incidents occurring on or affecting SRS; maintain

documented MOUs with the FBI-COL, SC, and LLEA for the protection of security interests; and, test the support to be expected from the FBI-COL, SC and LLEA in response to security interests.

5. MANAGEMENT AND REVIEW.

5.1. DOE-SR agrees to:

- 5.1.1. Maintain a DOE point of contact (POC) within the OSSES, for criminal activities, security and emergency response planning and coordination and liaison with the FBI-COL, SC;
- 5.1.2. Maintain a procedure (Emergency Preparedness Implementation Plan 6Q-116 "Security Operations") in cooperation with the FBI-COL, SC for requesting/coordinating responses to a security incident, pursuit/recovery tactics, and conducting emergency operations within the scope of this MOU;
- 5.1.3. Use DOE classification guide for classification of security incident information and follow FBI-COL, SC standards for the preservation of criminal evidence.
- 5.1.4. Provide a 24-hour POC for emergency coordination and communication with the FBI-COL, SC to support implementation of this MOU through the SRS Operations Center (SRSOC);
- 5.1.5. Provide appropriate resources to support the FBI-COL, SC response under this MOU;
- 5.1.6. Participate with the FBI-COL, SC in appropriate exercises to test and evaluate the effectiveness of plans, procedures, facilities, and equipment developed to support this MOU;
- 5.1.7. Coordinate, through the DOE-SR Office of External Affairs (OEA), all news releases relating to the conduct of the FBI-COL, SC and LLEA support operations under this MOU;
- 5.1.8. Provide support to FBI-COL, SC on security incidents and law enforcements requests when feasible; and
- 5.1.9. Review at least annually this MOU and revise/update as necessary.

5.2. FBI-COL, SC agrees to:

- 5.2.1. Maintain a POC with the OSSES for criminal activities, security, and emergency response planning, coordination and liaison.

- 5.2.2. Maintain procedures in cooperation with the OSSES for requesting/coordinating responses to a criminal activities, security incident, pursuit/recovery tactics, and conducting emergency operations within the scope of this MOU;
 - 5.2.3. Provide a 24-hour POC for emergency coordination and communication with the SRSOC to support implementation of this MOU.
 - 5.2.4. Provide, upon request of the OSSES, personnel in support of criminal activity and other security incidents at SRS, as prescribed in U.S.C.
 - 5.2.5. Coordinate all news releases relating to the conduct of the FBI-COL, SC and LLEA responses under this MOU with the OEA;
 - 5.2.6. Participate with the OSSES in appropriate exercises to test and evaluate the effectiveness of plans, procedures, facilities, and equipment developed to support this MOU; and,
 - 5.2.7. Meet annually with OSSES to review this MOU and revise/update as necessary.
6. **PROGRAM FUNDING.** DOE-SR and the FBI-COL, SC will each fund for costs incurred in providing required assistance to meet defined responsibilities.
7. **MANAGEMENT ARRANGEMENTS.** This MOU envisions direct communication between DOE-SR and the FBI-COL, SC officials involved in managing the work to be performed.
- 7.1. The Director, OSSES, will have oversight of all matters reported and acted upon consistent with this MOU reference to security and criminal activities.
 - 7.2. The OSSES, Emergency Management and Protection Team (EM&PT) members will represent the Director, OSSES in day-to-day interfaces with the FBI-COL, SC. The EM&PT will participate as the DOE-SR representative to any joint working group the FBI-COL, SC requests DOE-SR participation.
 - 7.3. The OSSES, will coordinate requests for support in security incident matters and criminal activities and arrange for meetings between the FBI, State, and LLEA officials.
 - 7.4. The Supervisory Senior Agent-In-Charge, FBI-COL, SC will have administrative oversight of all matter reported and acted upon consistent with this MOU.
8. **PUBLIC INFORMATION COORDINATION.** Subject to the Freedom of Information Act (5 U.S.C. 552), decisions on disclosure of information to the public regarding projects and programs implemented under the MOU will be made following consultation between DOE-SR and the FBI-COL, SC representatives.

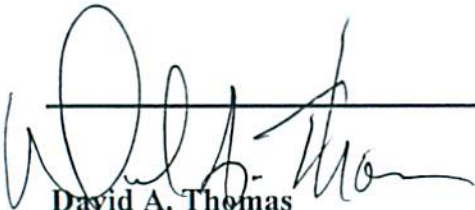
9. **AMENDMENT AND TERMINATION.** This MOU may be modified or amended by written agreement between DOE-SR and the FBI-COL, SC and terminated by mutual agreement of DOE-SR and the FBI- COL, SC or by either party upon 30 written notice to the other.
10. **EFFECTIVE DATE.** This MOU is effective when signed by both parties.



April 28, 2008

Robert E. Edwards, III
Director, DOE-SR
Office of Safeguards, Security
& Emergency Services
(803) 952-8105

Date



David A. Thomas
Special Agent in Charge
Federal Bureau of Investigation
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Date

April 24, 2008

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